

SERIAL 05017 - RFP INMATE CRISIS COUNSELING – MCSO -- Concepts

CONTRACT PERIOD THROUGH MAY 31, 2009

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **INMATE CRISIS COUNSELING – MCSO (NIGP 95221)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **May 19, 2005 (eff 06/01/05)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SF/mm
Attach

Copy to: Clerk of the Board
Amie Bristol, MCSO
Mirheta Muslic, Materials Management

(Please remove Serial 99230-RFP from your contract notebooks)



DRAFT CONTRACT CONTRACT PURSUANT TO RFP

SERIAL 05017-RFP

This Contract is entered into this 1st day of June, 2005 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Concepts for Change, an Arizona corporation ("Contractor") for the purchase of Inmate Crisis Counseling services.

1.0 TERM

- 1.1 This Contract is for a term of four (4) years, beginning on the 1st day of June, 2005 and ending the 31st day of May, 2009.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional one (1) year terms up to a maximum of two (2) additional terms. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

2.0 PAYMENT

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum stated in Final Pricing, attached hereto and incorporated herein as Exhibit "A." Payment shall be made as set forth in the RFP and or the Best and Final Offer.
- 2.2 Payment under this Contract shall be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: purchase order number, item numbers, description of supplies and/or services, sizes quantities, unit prices, and extended totals and applicable sales/use tax. The County is not subject to excise tax.

3.0 DUTIES

- 3.1 The Contractor shall perform all duties stated in the Agreed Scope of Work, attached hereto and incorporated herein as Exhibit "B."
- 3.2 Contractor shall perform services at the location(s) and time(s) stated in Exhibit "B," or in the purchase order requesting such services.
- 3.3 During the Contract term, County shall provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION AND INSURANCE:

4.1.1 **INDEMNIFICATION**

4.1.2 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

4.1.3 **Abrogation of Arizona Revised Statutes Section 34-226:**

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

4.1.4 Insurance Requirements.

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with

respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

4.1.4.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

4.1.4.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

4.1.4.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than

\$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

4.1.5 Certificates of Insurance.

4.1.5.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

4.1.5.2 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

4.1.5.3 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

4.2 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MasterCard Procurement Card, or other procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract.

4.3 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County at its option to utilize the Internet to place orders under this Contract.

4.4 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona

For Contractor:

Concepts for Change.
Attn: Linda K. Heman
5008 W. Glendale Avenue
Glendale, Arizona 85301

4.5 REQUIREMENTS CONTRACT:

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made. Orders will only be placed when County identifies a need and issues a purchase order.

Contractor shall take no action under this Contract unless specifically requested by County, which shall submit a written purchase order to Contractor requesting that work be performed or product be delivered.

County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor pursuant to the purchase order. The County will not reimburse the Contractor for any costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order.

Contractor agrees to accept verbal cancellation of purchase orders.

4.6 ESCALATION:

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Producer Price Index or by performing a market survey.

4.7 TERMINATION:

County may unconditionally terminate this Contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

County may terminate this Contract if Contractor fails to pay any charge when due or fails to perform or observe any other material term or condition of the Contract, and such failure continues for more than ten (10) days after receipt of written notice of such failure from County, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.9 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.10 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.11 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

4.12 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.13 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.14 AUDIT DISALLOWANCES:

If at any time County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.15 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.16 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.17 INTEGRATION

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY

BY: _____
DIRECTOR, MATERIALS MANAGEMENT

DATE

BY: _____
CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

MARICOPA COUNTY ATTORNEY

DATE

ATTACHMENT A
PRICING

SERIAL 05017 - RFP

PRICING SHEET S083204/B0604583 (NIGP 95221)

BIDDER NAME:

F.I.D./VENDOR #:

BIDDER ADDRESS:

P.O. ADDRESS:

BIDDER PHONE #:

BIDDER FAX #:

COMPANY WEB SITE:

COMPANY CONTACT (REP):

E-MAIL ADDRESS (REP):

Concepts For Change, Inc
80-0885832
5008 W Glendale Ave
623-930-9317
623-930-9521
concepts123@AOL.com
Lynnda K. Iyemann
concepts123@AOL.com

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☒ NO ☐ % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ☐ YES ☒ NO ☐ % DISCOUNT

PAYMENT TERMS: BIDDER IS REQUIRED TO SELECT ONE OF THE FOLLOWING.

TERMS WILL BE CONSIDERED IN DETERMINING LOW BID.

FAILURE TO CHOOSE A TERM WILL RESULT IN A DEFAULT TO NET 30.

BIDDER SHALL INITIAL THE SELECTION BELOW.

NET 10 _____
NET 15 _____
NET 20 _____
NET 30 ☒ _____
NET 45 _____
NET 60 _____
NET 90 _____
2% 10 DAYS NET 30 _____
1% 10 DAYS NET 30 _____
2% 30 DAYS NET 31 _____
1% 30 DAYS NET 31 _____
5% 30 DAYS NET 31 _____

INDICATE PERCENTAGE OF M/WBE PARTICIPATION IF ANY HERE: _____ %

PLEASE INDICATE HOW YOU HEARD ABOUT THIS SOLICITATION:

☐ NEWSPAPER ADVERTISEMENT
☒ MARICOPA COUNTY WEB SITE
☐ PRE-SOLICITATION NOTICE
☐ OTHER (PLEASE SPECIFY)

1.0 PRICING:

ITEM DESCRIPTION

Proposers/Respondents shall offer a fee/rate on a cost per individual client basis. Fee/rate offered which exceed \$100.00 per individual client, will not be considered Respondent/Proposer is encouraged to offer competitive fees/rates. Group preparation, supplementary individual counseling, and documentation time shall be considered part of, and included in the fee/rate offered.

1.1 Inmate Crisis Counseling per the proposer's/respondent's proposal, in accordance with the statement of work as defined herein, per individual client/session.

\$ /min /client session

**EXHIBIT B
SCOPE OF WORK
05017 - RFP**

2.0 – Scope of Work

2.1.1 – Based on existing staff credentials, Concepts For Change, Inc. substantially meets requirements requested for crisis counselor qualifications. All clinicians have the appropriate educational and experiential backgrounds for their positions and are either licensed by the Arizona Board of Behavioral Health or eligible for licensure. There is one available bi-lingual counselor conversant in English and Spanish. Clinical supervision is provided by a licensed and certified masters prepared clinical supervisor (certificate #30 who is currently an advanced doctoral student in addictions psychology preparing her dissertation.

2.1.2 – All counselors employed by Concepts For Change, Inc. are licensed independent substance abuse counselors through the state of Arizona Board of Behavioral Health or possess appropriate professional certificates in counseling to be eligible for licensure.

2.1.3 – All counselors employed by Concepts For Change, Inc. possess the relevant academic degrees and have a minimum of two year's experience in the human services, counseling, or education field. All counselors employed by Concepts For Change, Inc. are specifically trained in cognitive behavioral counseling techniques and skills, curriculum driven program techniques, psychoeducational/didactic skills, anger management, stress management, and impulse control therapies. Employees are individually trained in the delivery of specifically designed curricula for offender populations.

2.1.4 – Concepts For Change, Inc. specializes in programs and treatment venues for the offender population and employs clinical staff who are able to demonstrate an expertise in this area through a minimum of one year's experience providing group counseling/therapy to adult jail or prison inmates. As Concepts For Change, Inc. is a COOL provider, a transitional living resource for graduates of ASPC-Perryville's Women in Recovery Program, Prop 200, DUI Court, and ALPHA Program provider for some years, we are familiar with the psychiatric issues typically attending the offender population and the unique issues inherent to dealing with individuals in this environment.

2.2.1 – Copies of resumes, college degrees, licenses, and pertinent certificates for each Concepts For Change, Inc. staff person providing direct services to ALPHA Program or Education Section referrals are included under section 3.12.6 entitled "Other Data."

2.2.2 – All Concepts For Change, Inc. staff who have contact with probationers and/or records under the supervision or jurisdiction of MCSO will submit to a background investigation and security clearance check completed by MCSO. This background check will be completed immediately upon employment with or employment offer made by Concepts For Change, Inc.

2.2.3 - Concepts For Change, Inc. will obtain a signed background check release form from all employees who have contact with inmates and/or records under the supervision or jurisdiction of MCSO and immediately forward this form to MCSO for execution. Employees may not have contact with inmates or records as stated above until MCSO has completed the background investigation and cleared the person for such contact.

2.2.4 - Concepts For Change, Inc. recognizes the decision of the MCSO as to the eligibility of the employee for contact with inmates or records as stated above is final and not appealable.

2.2.5 - Concepts For Change, Inc. will notify MCSO of any ad all material changes to personnel and program content related to the service contract. Notification for content changes will be made in advance of implementation and receive approval by identified MCSO personnel prior to implementation. Notification of staff changes will be made within 48 hours of predicted or actualized changes.

2.3.3 – Concepts For Change, Inc. will offer services to the adult male and adult female populations only. The juvenile population is not included in this proposal.

2.3.4 - Concepts For Change, Inc. will facilitate crisis on-call services, gender specific, and bi-lingual. Reference section 3.12.4 for full description of services. Response time will be within a two hour window from the time of initial notification.

2.4.1 - Concepts For Change, Inc. will facilitate a learning environment that: A) provides an objective presentation of goals, objectives, and contrasting behavior and/or attitudes; B) presents behavioral and employment strategies to challenge current thinking and behaviors; C) assists inmates in the stages of change; D) teaches skills to enhance self-efficacy promoting commitments to change, control behaviors, seek and retain employment; and E) addresses the immediate crisis situation to resolve relevant issues affecting behavioral functioning. Reference section 3.12.4 for a full description of services, goals, and objectives.

2.4.2 - Concepts For Change, Inc. will write a behavioral note summary that identifies personal crisis issues, resistances, barriers, and challenges to change after each client contact documenting objective counseling and training services provided.

2.4.3 to 2.4.7 - Concepts For Change, Inc. identifies these areas as program goals and objectives. As such, clarification is provided in section 3.12.4.

2.5.1 - Concepts For Change, Inc. will keep accurate records of each referred inmate's attendance, absences, or refusal of services. These will be provided to appropriate MCSO personnel as requested.

2.5.2 – An objective behavioral summary will be submitted to authorized MCSO staff documenting the referred inmate's attendance, homework completion, attitude, progress, and future treatment recommendations within agreed upon parameters.

2.5.3 - Concepts For Change, Inc. will complete and submit requested statistical reports as developed jointly by MCSO and Concepts For Change, Inc. Regular communication will be maintained with MCSO programs staff for clinical care coordination and continuity through participation in clinical staffings.

2.5.4 - Concepts For Change, Inc. will notify appropriate MCSO Programs staff if an inmate is recommended for dismissal or discharge. This notification will occur prior to termination unless infraction violates the safety and well being of the offender or others. A written report will be submitted within 24 hours of dismissal.

2.6 – Administrative information. Please reference all of section 3.12.

2.7 – Usage Report. Concepts For Change, Inc. understands and will comply with this line item.

2.8 – Facilities. Concepts For Change, Inc. understands this line item.

2.10 – Delivery. Concepts For Change, Inc. understands and will comply with this line item.

3.0 – Special Terms & Conditions

Concepts For Change, Inc. has read, understands, and will comply with all line items as identified in serial 05017-RFP

3.12 Format and Content

3.12.3 Introduction & Summary - The Concepts for Change Inmate Crisis Counseling service is designed for incarcerated adult males and adult females whose usual coping methods fail to successfully handle current pressures and who feel overwhelmed by seemingly unresolvable difficulties. Crisis intervention usually results in new coping efforts for the client. A three phase problem solving

model involving the exploration of thoughts and feelings, consideration of alternatives, and development of a plan is utilized. The goal of the program is amelioration and/or resolution of the crisis situation through decreased anxiety, confusion, anger, and helplessness, as well as improved performance in problem solving, family and inmate roles. The service is also designed to differentiate between the need for crisis intervention and emergency mental health intervention. The crisis counseling service is specifically designed for those individuals who are incarcerated and must deal with a completely structured and restricted environment. All program participants will be referred by the MCSO Inmate Programs Division staff.

Concepts For Change recognizes that for incarcerated individuals adjustment to an environment which restricts personal freedoms can be a catalyst to increased anxiety, confusion, anger, and helplessness resulting in a breakdown of coping mechanisms. Crises are precipitated by identifiable events that overwhelm a person's ability to cope. For those individuals who are able to participate in logical problem solving, most crises are resolved within a matter of weeks. Our minimum goal is always restoration of the previous level of adequate functioning. Our optimal goal is for the crisis to become a learning experience that leaves the person better able to cope with future pressures. Due to the intense stressors inherent to a controlled environment such as jail, positive outcomes are more likely if intervention is immediately available. Focus is on recognizing and using the inmate's abilities, engaging the inmate in a problem-solving process, catching the difficulties in their early stages, and decreasing the episode's duration and severity. Emphasis is on counselor and client development of a negotiated, present-focused, concrete, and realistic plan which deals with the crisis.

3.12.4 Proposal- Concepts for Change utilizes crisis intervention techniques whose effectiveness has been demonstrated by empirically supported research. We stress a mutually collaboratively effort between counselor and inmate which forms a problem-solving alliance that draws on the inmate's knowledge and experience to forge the beginnings of an adaptive resolution. To this end, Concepts For Change, Inc. will have a designated staff person attend regular MCSO Inmate Programs clinical staffings to ensure coordination for clinical issues and guidance for the on-call counselor.

Reference 2.3.4. The on-call crisis counselor will respond to the emergency page immediately via telephone to clarify the situation. Personal response time will be within a two hour window. This clinician's central endeavor is problem solving utilizing a three phase approach. These phases include: 1) Exploration and clarification of thoughts and feelings; 2) Consideration of alternatives; and 3) Development of a plan.

Phase 1 – Exploration and Clarification of Thoughts and Feelings: During this phase of problem solving, the counselor and the client will develop a joint understanding of the issues confronting the inmate and the emotions associated with those topics. Specific events will be discussed in conjunction with the related feelings, so that a shared view develops as to how the crisis came about and what has been happening. As long as new material continues to emerge, the exploration phase will continue. It will end with agreement on three areas: a) The nature of the distressing circumstances; b) How the inmate is thinking and feeling about them; and c) What realistic changes the inmate desires.

Phase 2 – Consideration of Alternatives: Once there is an understanding of the issues, the interaction of the counselor and client (inmate) moves to deciding what to do about them. The goal of this phase is to identify and consider two or three realistic pro-social options. Exploration of positive and negative consequences associated with options is conducted. This phase ends with client and counselor agreement on an approach, or a combination of approaches that will become the person's agreed upon plan.

Phase 3 – Development of a Plan: The one absolute requirement of an initial crisis intervention contact is the development of a plan that has four characteristics. The plan is collaboratively created between counselor and client (inmate); it focuses on current issues, and there are aspects of it that the inmate can begin working on the same day or the next day; it involves specific tasks that have been thought through; and it is likely, not just possible, that the inmate will carry out those tasks. Once a negotiated, present-focused, concrete, and realistic plan has been developed, the inmate and counselor should review its major components, clarify any misunderstandings or ambiguities that become apparent, and arrange a subsequent contact. This may include curriculum based homework assignments.

The initial activity of a subsequent or follow-up contact is to review the client's efforts in implementing the plan, negotiate necessary modifications in existing components of the plan, and engage in problem solving with regard to important issues that still need to be addressed. This will be coordinated with pertinent MCSO Programs staff with further recommendations as applicable.

The Concepts For Change crisis counselor will always conduct a suicide lethality assessment to determine if additional MCSO procedures need to be implemented. Appropriate MCSO personnel will be notified immediately if it is determined that the client (inmate) is at all in danger of harming him/herself or others. The crisis counselor will write a behavioral note after each client contact and forward it to the appropriate MCSO Programs staff. A follow-up call to the appropriate MCSO counselor will be conducted to insure coordination of care.

PROGRAM GOALS:

1. Amelioration and/or resolution of the crisis situation.
2. Restoration of the client's previous adequate level of functioning.
3. To assist the inmate with adjustment to a controlled environment
4. Promotion of individual inmate responsibility for behavioral change through identification and examination of attitudes, physical, psychological, and intellectual factors that contribute to resistance to change.
5. Reduction of recidivism through adoption of responsible pro-social choices regarding anger, stress, substance use, and criminal activity.

PROGRAM OBJECTIVES:

1. The inmate will clarify the issues confronting him/her which are involved in the immediate crisis situation. These issues include, but are not limited to, attitudinal, psychological, physical, and intellectual factors.
2. The inmate will clarify the emotions associated with the immediate crisis situation.
3. The inmate will identify and consider options that promote pro-social and responsible choices to deal with the crisis situation.
4. The inmate will analyze positive and negative consequences associated with identified options to deal with the crisis situation.
5. The inmate will develop a responsible and pro-social plan of action to deal with the crisis situation.
6. The inmate will implement his/her developed plan of action to resolve the immediate crisis situation.
7. The inmate will enhance his/her constructive thinking and problem solving skills, identify areas to be changed, and strengthen his/her commitment to a continuing change process.

3.12.5 QUALIFICATIONS - Concepts For Change, Inc. is able to demonstrate through numerous criminal justice system references its use of those empirically based cognitive-behavioral treatment strategies that more effectively prepare eligible inmates for release while providing a substantial treatment focus on law-abiding social responsibility by maintaining focus on increasing constructive thinking abilities in clients. Research supports the claim that the population in question most notably lacks a pro-social global view and that with improvement in constructive thinking, pro-social views are enhanced (Epstein, 1994, 1998). Concepts For Change, Inc. specializes in treatment programs for the offender population and its clinical staff demonstrates this through their unique backgrounds of education, training, and experience. This staff includes:

Lynda K. Hemann, M.P.H., M.A.C., L.I.S.A.C: Executive Clinical Director. Advanced doctoral student with Ph.D. in addictions psychology anticipated in late 2005; Certified Clinical Supervisor (#030). Responsibilities include program development, supervision, education/teaching, facilitation of groups, individual counseling. Estimated time devoted to MCSO programs is approximately 30%

Les S. Hemann, B.S. Criminal Justice, L.I.S.A.C: Operations Director. Advanced masters student in criminal justice. Responsibilities include program management/development, training, group facilitation, individual counseling, education/teaching. Estimated time devoted to MCSO programs is approximately 65%.

Carole A. Coughlin, M.A., L.I.S.A.C: DUI and DTEF Programs Clinical Director. Responsibilities include program management/development, training, group facilitation, individual counseling, education/training, student intern supervisor. Estimated time devoted to MCSO programs is approximately 30%.

Lynn Nelson, L.I.S.A.C: Coordinator, East Offices. Responsibilities include group and individual counseling, education/teaching, parole officer liaison, case management. Estimated time devoted to MCSO programs is approximately 30%.

David Cuthbertson, M.A., L.I.S.A.C: COOL Program Clinical Director and Coordinator. Specialization in trauma, abuse, and deprivation. Responsibilities include program management/development, training, group facilitation, individual counseling, education/training. Estimated time devoted to MCSO programs is approximately 30%.

Carl Pool, B.A., L.I.S.A.C: Substance Abuse Counselor. Responsibilities include group and individual counseling, education/ teaching. Estimated time devoted to MCSO programs is approximately 40%.

Graciela Mera, B.A., L.I.S.A.C: Bi-lingual Counselor. Responsibilities include group and individual counseling, education/ teaching. Estimated time devoted to MCSO programs is approximately 40%.

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| Terms: | NET 30 |
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| Telephone Number: | 623/930-9317 |
| Fax Number: | 623/930-9521 |
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| E-mail Address: | concepts123@aol.com |
| Contract Period: | To cover the period ending May 31, 2009. |